



THE CITY OF SAN DIEGO

## COMMISSION FOR ARTS AND CULTURE (COMMISSION)

### REQUEST FOR QUALIFICATIONS (RFQ)

## EDUCATIONAL SPACE AT THE SERRA MESA-KEARNY MESA BRANCH LIBRARY TO BENEFIT CHILDREN AGES 0-5 AND THEIR PARENTS

### DEADLINE

Applications must be received by

**WEDNESDAY, JUNE 7, 2006 at 4:00 p.m.**

*Applications received after the deadline will not be reviewed. The City of San Diego (City) is not obligated to notify applicants when incomplete applications are received. Incomplete applications will not be reviewed. It is the responsibility of the applicant to ensure that applications are complete and arrive by the deadline.*

### ELIGIBILITY

Any professional artist or artist team permanently residing in the State of California is eligible to apply. Each artist or artist team must also be partnered with at least one expert from at least one of the following fields to provide advice and oversight during the development of the project:

- Child Education (with an emphasis on children ages 0-5)
- Parent Education (with an emphasis on children ages 0-5)
- Health Care Provision (with an emphasis on children ages 0-5 and their parents)
- Mental Health Care Provision (with an emphasis on children ages 0-5 and their parents)
- Child Development (with an emphasis on children ages 0-5 and their parents)
- Community Service Provision (with an emphasis on children ages 0-5 and their parents)
- Family Service Provision (with an emphasis on children ages 0-5 and their parents)
- Child Care Service Provision (with an emphasis on children ages 0-5)

Each artist or artist team must include a lead artist who permanently resides in the State of California, but the team may include members from other areas.

Cross-disciplinary teams (architects, landscape architects, etc.) in which an artist is the lead member are also eligible. In this case, the lead artist must permanently reside in the State of California.

Artists working in all mediums may apply.

Current City of San Diego Arts and Culture Commissioners, Public Art Committee members, employees of the City of San Diego, and their business partners or their immediate family members may not apply. Current commissioners, advisors and employees of First Five Commission of San Diego County, and their business partners or their immediate family members may not apply.

Examples of eligible applicants:

- Lead artist from Los Angeles, CA, partnered with a landscape designer and a pediatrician.
- Lead artist from San Diego, CA, partnered with another artist and a child psychologist.
- Lead artist from San Francisco, CA, partnered with a family services provider and a parent educator.
- Lead artist from Irvine, CA, partnered with a landscape designer from Florida and a preschool teacher from Minnesota.

## BUDGET

### Approximately \$250,000 - \$450,000 for Design, Fabrication and Installation Services

The budget is all-inclusive and must cover design fees; travel expenses; all materials and fabrication costs; lighting and signage (if necessary); insurance costs; site-preparation costs; traffic control costs; engineering expenses; shipping and transportation to the site; installation; any applicable permit fees and taxes; any other expenses related to the design, fabrication, installation, and documentation of this project.

Artists/artist teams are responsible for travel expenses including travel to interviews, if invited. No separate budget exists to support project-related travel for artists.

## PROJECT DESCRIPTION

Funds collected by the State of California through Proposition 10 (a tobacco product tax) have been awarded to the City of San Diego by the First Five Commission of San Diego County for the development of programs, services, policies, and infrastructure to specifically benefit children ages 0-5 and their parents. To this end, an artist or artist team, in partnership with an expert in child/parent education, mental health/health care provision, community/family/child care service provision or child development is sought to design, fabricate and install an educational space targeted towards children ages 0-5 and their parents/caregivers at the Serra Mesa-Kearny Mesa Branch Library in San Diego, California.

*Studies show that the period from prenatal to five years of age is the most crucial time in the development of a child. The early experiences of young children, including their relationships with parents and other caregivers, profoundly influence how they will function in school and later in life. The purpose of [the distribution of Proposition 10 funding] is to educate Californians on the importance of early childhood development and to provide funding for programs that will make a difference in the lives of young children and their families.-- Excerpt from the Frequently Asked Questions About Prop. 10 brochure published by the San Diego County Children and Families Commission*

The new Serra Mesa-Kearny Mesa Branch Library at 9005 Aero Drive, San Diego, 92123 will primarily serve the residents of Council District 6, represented by City Councilmember Donna Frye. The library, designed by Coombs Architecture and Planning, Inc. and Darsono Design, is currently

under construction and is scheduled to be completed in July 2006. Therefore, the proposed educational space will be developed in a second phase of construction and will be located outside and adjoining the library at a site to be determined by the selected artist/artist team in consultation with the architect and the Library staff. The library itself is located near Montgomery Field, a general aviation airport, and, therefore, the theme of flying has been incorporated in the design of the library. Additionally, the site of the library is adjacent to delicate vernal pools and native plant and animal species, which will need to be protected during any new construction related to the educational space.

While the library serves all members of the public, this educational space should especially engage children ages 0-5 and their parents/caregivers. It should provide educational opportunities and activities that promote “school readiness” for young children. “School ready” describes children who are physically, emotionally, socially, and developmentally ready to learn by the time they start school.

This educational space should reflect the vision of the First Five Commission of San Diego County: every child in San Diego County will enter school ready to learn. Many more details about the First Five Commission of San Diego County, its values, goals and initiatives can be found online at [www.first5sandiego.com](http://www.first5sandiego.com)

One key component of “school readiness” is “early literacy” or what children know about reading and writing before they can actually read or write. The City of San Diego Library Department, through all its library branches, participates in the *Every Child Ready to Read* project of the Public Library Association and the Association for Library Service to Children, divisions of the American Library Association. More information about this project can be found at [www.pla.org](http://www.pla.org) and [www.ala.org/alsc](http://www.ala.org/alsc)

The linkage between the library itself and the proposed outdoor educational space is an important connection that should be explored by the selected artist/artist team. As such, the educational space at the Serra Mesa-Kearny Mesa Branch Library may serve as a “pathway to learning” and may incorporate, among other things, educational elements that teach children pre-reading skills and support pre-reading learning activities for children and their parents/caregivers. Please see this online resource for more details about pre-reading skills: [www.pcl.lib.wa.us/everychild/everychildhomeb.htm](http://www.pcl.lib.wa.us/everychild/everychildhomeb.htm)

As this educational space associated with the Serra Mesa-Kearny Mesa Branch Library will ultimately be owned and maintained by the City of San Diego, the space must be:

- Accessible, which is defined as being “approachable and usable by persons with disabilities in compliance with” the California Building Code.
- Simple and cost-effective to operate, maintain and repair.
- Durable and resistant to damage, either intentional (vandalism) or unintentional (weathering).
- Free of hazardous materials and/or elements.

Community engagement is an important aspect of the development of this public educational space. To this end, a meeting will be held for the purpose of allowing members of the community to give feedback on the Schematic Design proposed by the selected artist/artist team and for the purpose of facilitating a dialogue between the selected artist/artist team and members of the community.

**Scope of Work for Design, Fabrication and Installation Services:**

- Execution of an Agreement for Design, Fabrication and Installation Services with the City of San Diego
- Research, which includes examining the site, reviewing pertinent documents, meeting with the library’s architect, Library Department staff, members of the community, etc.
- Creation and submission of one Schematic Design

- Participation in a critique of the Schematic Design by the Public Art Committee of the City of San Diego Commission for Arts and Culture
- Participation in a review of the Schematic Design by a Technical Advisor Panel composed of City staff members including but not limited to representatives for Disability Services, Risk Management, Engineering and Capital Projects, Library, Park and Recreation, and Council District 6.
- Attendance at one meeting with members of the community to present the Schematic Design and gather feedback
- Development and submission of a Final Proposal
- Participation in a review of the Final Proposal by the Technical Advisor Panel.
- Participation in a review of the Final Proposal by the Public Art Committee
- Participation in a review of the Final Proposal by the Commission
- Creation and submission of construction documents, if necessary
- Participation in the approval process for construction documents, if necessary
- Site preparation
- Fabrication, transportation, and installation of educational space elements
- Submission of documentation images and a maintenance report
- Participation in ribbon-cutting ceremony and/or outreach to press
- Coordination with City staff, as needed

Some meetings, except meetings between the artist/artist team and members of the community, may be conducted remotely, as necessary and as solely determined by Commission staff.

*The City reserves the right to revise this scope of work.*

## PROPOSED TIMELINE

April 2006	RFQ released
June 7, 2006	Application deadline
July – August 2006	Shortlisting and final selection of one artist/artist team
August – September 2006	Agreement execution
October 2006 – July 2007	Design development and approval phases
August 2007 – January 2008	Fabrication and installation phases
March 2008	Completion

*The City reserves the right to revise this timeline.*

## SELECTION PROCESS AND CRITERIA

Applications submitted in response to this RFQ will be reviewed by an Artist Selection Panel (ASP) comprised of a representative for the architect and/or landscape architect, two community members, a visual art professional, a Public Art Committee member, an expert in the field of child/parent education, mental health/health care provision, community/family/child care service provision or child development, and a Library Commissioner. The ASP will review all complete, eligible applications received by the deadline. Judging the qualifications shown in the applications, the ASP will shortlist no more than three artists/artist teams to attend interviews with the ASP.

Criteria used to shortlist artists/artist teams will be:

- Quality, creativity and strength of concepts and workmanship as evidenced in images of past work and a professional resume
- Technical competence as evidenced by images of past work, a professional resume, and the application checklist
- Aptitude for planning, budgeting and working on teams as evidenced by a professional resume, professional references, and the application checklist
- Experience and a demonstrated aptitude for working on public art projects as evidenced in a professional resume, images of past work, professional references, and the application checklist
- A commitment to working with members of the public to create art projects as evidenced in a professional resume, images of past work, and the application checklist
- Access to appropriate technology for communicating efficiently and effectively as evidenced by the application checklist

Artists/artist teams who accept the invitation to interview will not be expected to develop proposals, but, in the interviews, each artist/artist team will be expected to discuss past approaches and working methods with the ASP as well as answer questions relating to working on projects of this nature and the goals of the First Five Commission of San Diego County. The ASP will recommend only one artist/artist team for the commission after the interview phase.

Criteria used to select an artist/artist team during the interview phase will be:

- Quality, creativity and strength of concepts and workmanship
- Interest in and understanding of the project
- Experience with community groups and public input
- Ability to organize and administer complex projects
- Experience working with architects, engineers, and as a member of a team
- Quality and strength of communication skills

*The City reserves the right to revise the selection process, ASP composition, and criteria.*

## **REQUIRED APPLICATION MATERIALS AND GUIDELINES**

Artists who wish to be considered must submit the following materials (collated and in this order):

- Digital images of past work with annotations. (35mm slides will not be accepted.)
- Application checklist
- A professional resume for each team member/partner
- Professional references for each team member/partner

Please closely observe the requirements and guidelines for the application materials as detailed below:

- **Digital Images (1 CD or DVD)**
  - Submit a maximum of 20 images showing at least five different artworks on a CD or DVD. This 20 image maximum is per application, not per team member.

- Label the CD or DVD with the artist's name. Please do not include the name of the artist's gallery, assistant, or representative on the label.
- Load the images into a Microsoft PowerPoint slide show presentation. "Slide show" programs other than Microsoft PowerPoint are acceptable as long as the files can be successfully viewed with the City's equipment. Applicants are solely responsible for ensuring compatibility. Digital images not submitted in a PowerPoint presentation (or other compatible "slide show" program) will not be reviewed. For tips about how to create a Microsoft PowerPoint presentation, please go to this link: [www.sandiego.gov/arts-culture/pdf/mlktipsheet1.pdf](http://www.sandiego.gov/arts-culture/pdf/mlktipsheet1.pdf)
- Only submit images with maximum dimensions of 1024 x 768 pixels and minimum dimensions of 720 x 480 pixels. For tips about how to resize digital images, please go to this link: [www.sandiego.gov/arts-culture/pdf/mlktipsheet2.pdf](http://www.sandiego.gov/arts-culture/pdf/mlktipsheet2.pdf)
- When submitting images of concepts that have not been realized in the public realm, such as images of proposals, models or computer generated images, please clearly indicate that the image is of a model or a computer generated image, etc.
- If you include a sound element in your presentation, please include a conspicuous notice with your submission.
- The operating system utilized by the Commission is Windows-based. The Commission utilizes Microsoft PowerPoint 2002 as well as an LCD projector.
- Applicants are responsible for ensuring compatibility between the applicants' submissions and the Commission's operating system and software. Submissions found to be incompatible may not be reviewed.
- Applicants are advised to test their presentations in advance of submitting.
- The Commission is not responsible for distortion or alteration of images as they appear on monitors or as projected.
- Provide image annotations within the PowerPoint itself. Indicate the title of artwork, medium, dimensions, date artwork was created, and location. For previous public art projects please also list the commissioning body, budget, date of completion, and project manager (with telephone number). If you are submitting images of past work that cannot be understood plainly through imagery alone (such as installations, integrated artwork or team work), please submit brief descriptions for each work that you believe needs further explanation. Where appropriate, please be sure to specify what your contributions, as the artist, were for projects involving teams, integrated artwork or collaborations with architects, etc. Details about the goals or challenges for each project and your solutions are also permitted. Brevity is the most effective way to communicate your ideas to the ASP.

➤ **Application Checklist (10 copies)**

Please complete and submit the one-sheet checklist provided. This checklist summarizes the details about the breadth of your experience as an artist/artist team in the public realm as well as details about the technology you have access to for communicating effectively and efficiently with team members and project management staff. This checklist also indicates that the applicant has read and understands the Conditions for Submission detailed at the end of this RFQ and it serves as an at-a-glance tool for panelists.

➤ **Professional Resume (10 copies)**

Please submit a current professional resume (five pages maximum) including information regarding past public art commissions, design team experience, exhibitions, awards, grants, and education. Teams should submit a separate resume for each member of the team and

each partner or advisor. Handwritten materials will not be reviewed.

➤ **Professional References (10 copies)**

Please submit the names, addresses, current telephone numbers and/or email addresses for three authorities on your past work and qualifications. Teams should submit separate references for each member of the team and each partner or advisor. Do not send letters of recommendation. The City reserves the right to contact references not given by the applicant. Handwritten materials will not be reviewed. PLEASE ENSURE THAT THE CONTACT INFORMATION FOR YOUR REFERENCES IS CURRENT; WE FREQUENTLY CONTACT REFERENCES AND ANY INACCURATE INFORMATION MAY DELAY THE SELECTION PROCESS.

➤ **Self Addressed Stamped Envelope (Optional)**

If you wish to receive your CD or DVD back, please submit a self addressed stamped envelope (S.A.S.E.) large enough for the return of the submitted materials. Materials submitted without an S.A.S.E. will not be returned. Text materials will not be returned. The Commission will make every effort to protect submitted materials; however, it will not be responsible for any loss or damage.

**In addition to the guidelines outlined above, please closely observe the following guidelines for the submission of applications (failure to observe these guidelines may render your application incomplete and ineligible and, therefore, it may not be reviewed):**

- **COLLATE** 10 sets of your text materials in this order, top to bottom: 1) application checklist, 2) professional resume(s), 3) professional references.
- Submit text materials on **8.5" x 11" WHITE BOND PAPER**. (Common copy paper is best as fancy, heavier stock is more difficult to run through a copy machine.)
- **3-HOLE PUNCH** all pages on left side
- **SEPARATE THE COLLATED SETS** with colored paper or paper clips
- **DO NOT STAPLE** or bind materials in any way. (No folders, no envelopes, no binders, no decorative covers.)
- **DO NOT SUBMIT PROPOSALS, DRAWINGS, MODELS, MEDIUM SAMPLES, ORIGINAL WORKS OF ART, BOOKS, CATALOGUES, OR ANY OTHER MATERIALS IN LIEU OF, OR IN ADDITION TO, THE REQUIREMENTS LISTED ABOVE.**
- **UNSOLICITED MATERIALS WILL NOT BE REVIEWED BY PANELISTS AND WILL NOT BE RETURNED.**

*The City reserves the right to revise the required application materials and guidelines.*

## **APPLICATION SUBMISSION ADDRESS AND DEADLINE**

**Deliver applications no later than 4:00 p.m. on Wednesday, June 7, 2006 to:**

City of San Diego Commission for Arts and Culture  
ATTN: Public Art Program – First 5 Educational Space  
1010 Second Ave., Suite 555  
San Diego, CA 92101-4998

**Applications received after this deadline will not be reviewed.**

## ADDITIONAL INFORMATION

For information not covered in this RFQ, please address your questions, prior to the deadline, to Dana Springs, Public Art Program Administrator, (619) 533-3051, [dsprings@sanidiego.gov](mailto:dsprings@sanidiego.gov)

## CONDITIONS FOR SUBMISSION

**Responsibility for Submissions:** Although we will make every effort to protect the materials you submit, the City is not responsible for the loss or damage of any application materials submitted. Artists submitting applications without an S.A.S.E. will not receive materials back.

**RFQ Revision:** The City reserves the right to revise this RFQ, including, but not limited to, the application due date, the number of artists accepted, the timeline, the art budget, the ASP composition, and the selection criteria.

**Responsibility for Application Costs:** The City is not liable for any cost incurred by any person responding to this RFQ. The applicant is fully responsible for all application costs. The City does not assume any contractual or financial obligation as a result of the issuance of this RFQ, the preparation and submission of an application by a respondent, the evaluation of an accepted proposal, or the selection of finalists.

**Application Acceptance/Rejection:** The City, at its sole discretion, reserves the right to reject any or all submissions received and to accept or reject any or all of the items in the application. The City of San Diego reserves the right to negotiate with any respondent after applications are opened, if such action is deemed to be in the City's best interest. The City's acceptance and review of an application and/or submitted proposal, artwork concept, or artwork design does not constitute a commitment on the part of the City to award a commission to any artist team.

**Equal Opportunity Contracting Program:** The City endeavors to do business with artists sharing the City's commitment to equal opportunity and will not do business with any artist that discriminates on the basis of race, religion, sexual orientation, color, ancestry, age, gender, disability, medical condition or place of birth.

**Insurance Requirements:** Any artist selected to enter into contracts with the City shall not commence work until the artist has obtained, at the artist's sole cost and expense, all insurance required by the City and until such insurance has been approved by the City. Insurance required by the City may include but is not limited to Comprehensive General Liability, Automobile Liability and Worker's Compensation coverage in accordance with the laws of the State of California. The City requires that the City be named as additional insured on all insurance policies except Worker's Compensation coverage. Please find more information about the City's insurance requirements online: [www.sandiego.gov/arts-culture/pdf/insurancermnts.pdf](http://www.sandiego.gov/arts-culture/pdf/insurancermnts.pdf)

### Copyright:

A version of the following language will appear in the contracts between the City of San Diego and artists:

*The Artist retains all copyrights to any and all of the Artist's Submissions and, except as provided below, to the Artwork.*

*Irrevocable License to Reproduce for Non-Commercial Purposes. The Artist hereby grants the City and State, without charge to the City or State, irrevocable license to make, or cause to be made, photographs and other two-dimensional reproductions of the Artwork or the Artwork Design for educational, public relations, tourist and arts promotional purposes without payment of a royalty to the Artist. For the purposes of this Agreement, the following are among those deemed to be permissible reproductions for the above cited purposes: in brochures and pamphlets pertaining to the City or State; in exhibition catalogues, books, slides, photographs, postcards, posters, and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art; as well as on slides, CDs, DVDs, film strips, video, computer websites and television.*

### Artists' Rights:

A version of the following language will appear in the contracts between the City of San Diego and artists.

#### ARTWORK REMOVAL

*The Artwork may be removed from the Project Site at any time. The Artist, the City, and the State acknowledge that the Artist may have certain rights under the federal Visual Artists Rights Act of 1990 (VARA). The Artist acknowledges and understands that the installation of the Artwork at the Project Site may subject the Artwork to destruction, distortion, mutilation, or other modification due to*



*the acts of third parties or to its removal, repair, maintenance, storage, or transfer of ownership.*

LIMITED VARA WAIVER.

*In consideration of the mutual covenants and conditions in this Agreement, and except as otherwise provided for in this Agreement, the Artist agrees to waive any right that the Artist may have under VARA to prevent the removal of the Artwork, or the destruction, distortion, mutilation, or other modification of the Artwork which arises from, is connected with, or is caused or claimed to be caused by the removal, repair, maintenance, storage, or transfer of ownership of the Artwork by the State, the City, or their elected officials, officers, employees, agents, or representatives, or the presence of the Artwork at the Project Site.*

CALIFORNIA CIVIL CODE SECTION 987 WAIVER.

*The Artist, the City, and the State acknowledge that the Artist may have certain rights under California Civil Code Section 987 which are not preempted by VARA. In consideration of the mutual covenants and conditions in this Agreement, the Artist waives any rights which the Artist or the Artist's heirs, beneficiaries, devisees, or personal representatives may have under California Civil Code Section 987 to prevent the removal, destruction, distortion, mutilation, or other modification of the Artwork.*

RIGHTS OF ARTIST'S HEIRS, SUCCESSORS AND ASSIGNS.

*The Artist's VARA rights under this Agreement shall cease with the Artist's death and do not extend to the Artist's heirs, successors or assigns.*

**Indemnification:**

A version of the following language will appear in the contracts between the City of San Diego and artists.

HOLD HARMLESS.

*The Artist agrees to defend, indemnify, protect and hold City, its agents, officers and employees, harmless from and against all claims asserted, or liability established for damages or injuries to any person or property including to Artist's employees, agents, representatives or subcontractors, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused or claimed to be caused by the acts or omissions of the Artist, or the Artist's employees, agents, representatives or subcontractors. The obligation to indemnify shall be effective even if the passive negligence of the City, its agents, officers or employees contributes to the loss or claim.*

*The Artist further agrees that the duty to defend includes attorneys fees and all costs associated with enforcement of this indemnification provision, defense of any claims arising from this Project; and, where a conflict of interest exists, or may exist between the Artist and the City, the reasonable value of attorneys fees and all costs if the City chooses, at its own election, to conduct its own defense or participate in its own defense of any claim related to this Project. The Artist's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or willful misconduct of the City, its agents, officers or employees.*

*Without in any way limiting the generality of the foregoing, the Artist represents and warrants that any materials or deliverables, including but not limited to the Artwork Design and the Artwork (Works), provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Artist to produce, at Artist's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Artist further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Artist receives payment under this contract, City shall be entitled, upon written notice to Artist, to withhold some or all of such payment.*

---End of RFQ---